

SLOOP CATO.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS
TRANSMITTING A COPY OF THE CONCLUSIONS OF LAW AND OF
FACT IN THE FRENCH SPOILIATION CASES RELATING TO THE
SLOOP CATO, WILLIAM WYMAN, MASTER.

FEBRUARY 15, 1904.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., February 13, 1904.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the conclusions of fact and of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel sloop *Cato*, William Wyman, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

HON. JOSEPH G. CANNON,
Speaker of the House of Representatives.

[Court of Claims. French spoiliations. Act of January 20, 1885; 23 Stat. L., 283. Vessel sloop *Cato*; master, William Wyman.]

No. of
case.

Claimant.

229. Charles F. Adams, administrator of Peter C. Brooks, *v. The United States.*
1642. George G. King, administrator of Crowell Hatch, *v. The United States.*
2422. Francis M. Boutwell, administrator of Abraham Touro, *v. The United States.*
Thomas N. Perkins, administrator of John C. Jones, *v. The United States.*
George G. King, administrator of James Scott, *v. The United States.*
David G. Haskins, administrator of David Greene, *v. The United States.*
Francis M. Boutwell, administrator of Benjamin Cobb, *v. The United States.*
William S. Carter, administrator of William Smith, *v. The United States.*
3867. Simeon Jaseph, administrator of Levi Lane, *v. The United States.*

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 28th day of April, 1903. The claimants were represented by Theodore J. Pickett, William T. S. Curtis, and George S. Boutwell, esqs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, John W. Trainer, esq., with whom was Assistant Attorney-General Louis A. Pradt.

CONCLUSIONS OF FACT.

The court upon the evidence and after hearing the arguments and considering the same with the briefs of counsel on each side, determine the facts to be as follows:

I. The sloop *Cato*, William Wyman, master, sailed on a commercial voyage July 10, 1799, from Boston bound to St. Bartholomew. While peacefully pursuing said voyage she was seized on the high seas August 6, 1799, by the French privateer *L'Esperance*, commanded by Capt. Marcel Auguste, and a prize crew placed on board, who conducted said vessel to Guadeloupe, where said vessel and cargo were condemned as good prize by the tribunal of commerce sitting at Basse-Terre and thereby became total loss to the owners thereof.

The grounds of condemnation as set forth in the decree were that the vessel had no rôle d'équipage or charter party; that the bills of lading and invoices were not signed, and that a part of the cargo was composed of crockery, the product of England.

II. The *Cato* was a duly registered vessel of the United States of 47 $\frac{3}{4}$ tons burthen, built at Bedford, Mass., in the year 1787, and owned by Levi Lane, a citizen of the United States residing in Boston.

III. The cargo of the *Cato* consisted of boards, crockery ware, fish, drugs, oil, pork, soap, starch, and similar merchandise, and was of the value of \$2,546.

Of this cargo, Levi Lane was the owner of an invoice amounting to \$1,191.25, and John Jutau, a citizen of the United States residing in Boston, was the owner of an invoice of the value of \$1,354.75.

William Wyman, a citizen of the United States and master of said vessel, was the owner of an adventure on board said vessel consisting of fish, wine, hats, shoes, and boots of the value of \$426.05.

IV. The loss by reason of the seizure and condemnation of the *Cato* and cargo was as follows:

Value of the vessel	\$1,300.00
Freight earnings	788.00
Value of cargo	2,456.00
Value of master's adventure	426.05
Premiums of insurance paid	960.00
Amounting in all to	5,930.05

V. The loss to Levi Lane was as follows, viz:

Value of vessel	\$1,300.00
Freight earnings	788.00
Value of cargo owned by him	1,119.25
Premium of insurance paid	600.00
Amounting in all to	3,879.25
Deduct insurance received	3,000.00
Net loss	879.25

The loss to John Jutau was as follows, viz:

Value of his portion of the cargo	\$1,354.75
Premium of insurance paid	280.00
Amounting in all to	1,634.75
Deduct insurance received	1,400.00
Net loss	234.75

The loss to William Wyman was as follows, viz:

Value of adventure	\$426.05
Premium of insurance paid	80.00
Amounting in all to	506.05
Deduct insurance received	400.00
Net loss	106.05

VI. July 10, 1799, said John Jutau effected insurance on his portion of the cargo of the *Cato* in the office of Peter C. Brooks in the sum of \$1,400, being an overinsurance of \$45 on said portion of the cargo, paying therefor a premium of 20 per cent, underwritten by the following persons, the loss to each on said policy being the sum set opposite their respective names, less overinsurance, viz:

Crowell Hatch	\$677. 50
William Smith	677. 50

October 4, 1799, said Brooks, as agent, duly paid to the said assured the sum of \$1,400 as and for a total loss by reason of the premises.

June 26, 1799, the said Levi Lane effected insurance in the office of Abraham Touro in the sum of \$3,000, the same approximately being \$1,300 on the vessel and \$1,700 on the cargo, being an overinsurance of \$508 on the cargo, paying therefor a premium of 20 per cent, underwritten by the following persons, the loss to each on said policy being the sum set opposite their respective names, less overinsurance, viz:

Crowell Hatch	\$415. 34
John C. Jones	415. 34
James Scott	415. 33
David Greene	415. 33
James Andrews	166. 13
Benjamin Sumner	415. 33
Benjamin Cobb	249. 20

December 27, 1799, said Touro, as agent, duly paid the said assured the sum of \$3,000 as and for a total loss by reason of the premises. All of the above underwriters on the above-named policy, who have appeared herein by their legal representatives, were citizens of the United States.

July 22, 1799, said William Wyman, master of the sloop *Cato*, effected insurance on his adventure thereon in the office of Abraham Touro, in the sum of \$400, paying therefor a premium of 20 per cent, by a policy underwritten by William Smith, a citizen of the United States, in the said sum.

December 30, 1799, said Touro, as agent, duly paid the agent of the said assured the said sum of \$400 as and for a total loss by reason of the premises.

December 16, 1801, William Smith, in consideration of \$4,000 to him paid by Peter C. Brooks and the assumption by the said Brooks of any and all liabilities and disadvantages arising from his underwriting in the office of the said Brooks, assigned to the said Brooks all his right, title, and interest in and to all insurance done by him as an underwriter in the office of said Brooks.

VII. The claimants herein have produced letters of administration for the estates of the parties for whom they appear and have otherwise proved to the satisfaction of the court that they are the same persons who suffered loss by reason of the seizure and condemnation of the sloop *Cato* and cargo, as set forth in the preceding findings.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803. They were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed, in whole or in part, under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims, which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides, as conclusions of law, that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic, concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty in part consideration of the relinquishment of certain national claims of France against the United States; and that the claimants are entitled to the following sums from the United States:

Charles F. Adams, administrator of Peter C. Brooks, six hundred and seventy-seven dollars and fifty cents	\$677. 50
George G. King, administrator of Crowell Hatch, one thousand and ninety-two dollars and eighty-four cents	1,092. 84

Thomas N. Perkins, administrator of John C. Jones, four hundred and fifteen dollars and thirty-four cents	415. 34
George G. King, administrator of James Scott, four hundred and fifteen dollars and thirty-three cents	415. 33
David G. Haskins, administrator of David Greene, four hundred and fifteen dollars and thirty-three cents	415. 33
Francis M. Boutwell, administrator of Benjamin Cobb, two hundred and forty-nine dollars and twenty cents	249. 20
William S. Carter, administrator of William Smith, four hundred dollars ..	400. 00
Simeon Jaseph, administrator of Levi Lane, eight hundred and seventy-nine dollars and twenty-five cents	879. 25

Amounting in all to four thousand five hundred and forty-four dollars and seventy-nine cents 4,544. 79

Francis M. Boutwell, administrator of Abraham Touro, has proved no valid claim.
No persons have appeared herein claiming to represent James Andrews or Benjamin Sumner.

BY THE COURT.

Filed May 25, 1903.

A true copy.

Test this 13th day of February, 1904.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

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